

AN ORDINANCE 2008-04-17-0323

**APPROVING A MEET AND CONFER AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND THE SAN ANTONIO PARK POLICE OFFICER'S ASSOCIATION FOR A PERIOD THROUGH SEPTEMBER 30, 2009.**

\* \* \* \* \*

*WHEREAS*, Senate Bill 772 amended Chapter 142 of the Texas Local Government Code, Subchapter B, to allow municipal peace officers who are not covered by collective bargaining to seek the right to meet and confer about the terms and conditions of their employment; and

*WHEREAS*, the law, as amended by Senate Bill 772, took effect September 1, 2007; and

*WHEREAS*, pursuant to this state law, the meet and confer process was required to be initiated by presentation of a petition from a peace officer association, signed by the majority of all peace officers, with certain exceptions, that requests recognition of the association as the sole and exclusive bargaining agent for all covered peace officers employed by the municipality; and

*WHEREAS*, the process was initiated on September 4, 2007, when such a petition was submitted to the City Council of the City of San Antonio, by the San Antonio Park Police Officer's Association, seeking recognition as the sole and exclusive bargaining agent for all covered peace officers; and

*WHEREAS*, the City of San Antonio granted recognition of the San Antonio Park Police Officer's Association and authorized the City of San Antonio to meet and confer, through Ordinance No. 2007-10-04-1037, passed and approved on October 4, 2007; and

*WHEREAS*, the City of San Antonio and the San Antonio Park Police Officer's Association engaged in meet and confer deliberations during the months of February and March 2008, and reached an agreement; and

*WHEREAS*, pursuant to the provisions of the state law, a meet and confer agreement is enforceable and binding only if the City and the recognized association, the San Antonio Park Police Officer's Association, ratified the agreement by a majority vote; and

*WHEREAS*, the Meet and Confer Agreement was ratified by the San Antonio Park Police Officer's Association on April 10, 2008; and

*WHEREAS*, it is now necessary for the City Council to consider the terms of the Meet and Confer agreement; **NOW THEREFORE:**

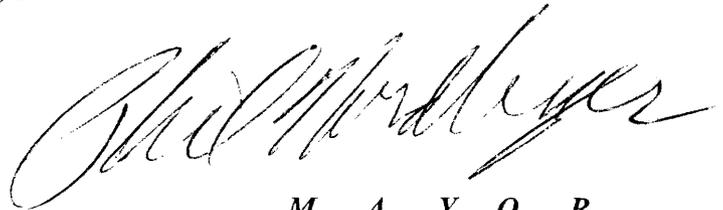
**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The Meet and Confer Agreement, attached hereto and incorporated herein for all purposes as Exhibit I, is hereby ratified. The Meet and Confer Agreement shall take effect according to the provisions set forth in the agreement, and shall expire September 30, 2009. The terms of said Agreement are hereby approved. The City Manager, or her designee, is hereby authorized to execute said Agreement.

**SECTION 2.** The total estimated cost of the Meet and Confer Agreement is \$1.5M, and appropriation of funds is subject to subsequent City Council approval as part of the FY 2009 budget process.

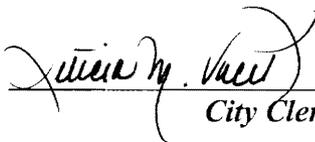
**SECTION 3.** This ordinance shall take effect immediately, if passed by eight (8) affirmative votes; otherwise, this ordinance shall take effect on the tenth day from the date of passage hereof.

**PASSED AND APPROVED this 17th day of April, 2008.**



M A Y O R  
PHIL HARDBERGER

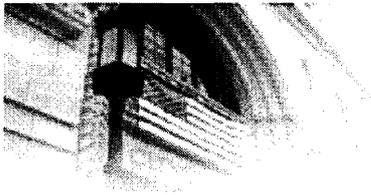
**ATTEST:**

  
City Clerk

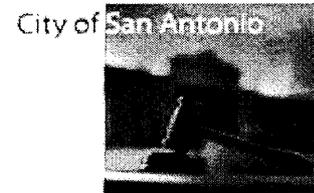


**APPROVED AS TO FORM:**

  
City Attorney



Request for  
**COUNCIL**  
 ACTION



## Agenda Voting Results - 27

| <b>Name:</b>           | 27   |                    |            |            |                |               |               |
|------------------------|--|--------------------|------------|------------|----------------|---------------|---------------|
| <b>Date:</b>           | 04/17/2008   |                    |            |            |                |               |               |
| <b>Time:</b>           | 12:15:28 PM  |                    |            |            |                |               |               |
| <b>Vote Type:</b>      | Motion to Approve  |                    |            |            |                |               |               |
| <b>Description:</b>    | An Ordinance approving a Meet and Confer Agreement between the City of San Antonio and the San Antonio Park Police Officer's Association for a period through September 30, 2009. [Sharon De La Garza, Assistant City Manager; Edward Belmares, Director, Human Resources] |                    |            |            |                |               |               |
| <b>Result:</b>         | Passed   |                    |            |            |                |               |               |
| <b>Voter</b>           | <b>Group</b>   | <b>Not Present</b> | <b>Yea</b> | <b>Nay</b> | <b>Abstain</b> | <b>Motion</b> | <b>Second</b> |
| Phil Hardberger        | Mayor  |                    | x          |            |                |               |               |
| Mary Alice P. Cisneros | District 1   | x                  |            |            |                |               |               |
| Sheila D. McNeil       | District 2   |                    | x          |            |                |               |               |
| Jennifer V. Ramos      | District 3   |                    | x          |            |                |               |               |
| Philip A. Cortez       | District 4   |                    | x          |            |                |               |               |
| Lourdes Galvan         | District 5   |                    | x          |            |                |               |               |
| Delicia Herrera        | District 6   |                    | x          |            |                | x             |               |
| Justin Rodriguez       | District 7   |                    | x          |            |                |               |               |
| Diane G. Cibrian       | District 8   |                    | x          |            |                |               |               |
| Louis E. Rowe          | District 9   |                    | x          |            |                |               |               |
| John G. Clamp          | District 10  |                    | x          |            |                |               | x             |

# Exhibit I

## MEET & CONFER AGREEMENT

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

This Agreement is entered into by and between the City of San Antonio, a Texas home-rule municipal corporation ("City"), acting by and through its City Manager, pursuant to Ordinance No. \_\_\_\_\_ passed and approved on the \_\_\_\_\_ day of \_\_\_\_\_, 2008 and the San Antonio Park Police Officer's Association ("Association"), both of which may be referred to herein collectively as the "Parties".

WHEREAS, Senate Bill 772 amended Chapter 142 of the Texas Local Government Code, Subchapter B, to allow municipal police officers who are not covered by collective bargaining to seek the right to meet and confer about the terms and conditions of their employment; and

WHEREAS, the law, as amended by Senate Bill 772, took effect September 1, 2007; and

WHEREAS, pursuant to this state law, the meet and confer process was required to be initiated by presentation of a petition from a police officer association, signed by the majority of all police officers, with certain exceptions, that requests recognition of the association as the sole and exclusive bargaining agent for all covered police officers employed by the municipality; and

WHEREAS, the process was initiated on September 5, 2007, when such a petition was submitted to the City Council of the City of San Antonio, by the San Antonio Park Police Officer's Association, seeking recognition as the sole and exclusive bargaining agent for all covered police officers; and

WHEREAS, the City of San Antonio granted recognition of the San Antonio Park Police Officer's Association by vote of the San Antonio City Council on October 4, 2007, without holding an election by the voters of the City of San Antonio; and

WHEREAS, the City of San Antonio and the San Antonio Park Police Officer's Association engaged in meet and confer deliberations during the months of February and March 2008, and reached agreement on the terms set forth in this agreement; and

NOW THEREFORE, the Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

### I. DEFINITIONS

1.1 "Police officer," "officer," or "peace officer" means:

- (a) a full-time employee of the City of San Antonio,
- (b) who is required as a condition of such employment to be commissioned by the Texas Commission on Law Enforcement Officer Standards and Education,
- (c) is not covered by a collective bargaining agreement adopted under Chapter 174 of the Texas Local Government Code,
- (d) is not employed as an officer of the San Antonio Police Department,

(e) is not governed by Chapter 143 of the Texas Local Government Code, and  
(f) is not a Department's Chief or Assistant Chief.

1.2 A "law-enforcement function" is an activity entrusted by law to persons identified in Article 2.12 of the Texas Code Criminal Procedure, and should be considered co-extensive with any of the duties set forth in Article 2.13 of the Texas Code of Criminal Procedure and activities directly related to the performance of those duties.

1.3 "Base pay" means an officer's pay exclusive of any and all incentives, enhancements, and/or additions. For instance, an employee's annual "base pay" under the City of San Antonio Step Pay Plan is the amount stated in the table entry corresponding to the employee's grade and step. Incentives, enhancements, and/or additions include, but are not limited to, incentive pay, certification pay, shift differential, and/or any other pay that increases an officer's compensation above base pay.

1.4 "Regular hourly rate of pay" means the hourly pay rate used to calculate overtime owed, if any, under the Fair Labor Standards Act, for the seven-day work period during which the overtime was worked.

1.5 "Work period" means a regularly repeating seven-day period beginning at 12:00 a.m. each Saturday and ending the instant before the next work period begins.

## II. EFFECTIVE DATE AND TERM

2.1 This agreement shall take effect on (1) the date on which it is ratified by the Association by conducting a secret ballot election at which the majority of the police officers who would be covered by the agreement vote in favor of ratifying the agreement, or (2) the effective date of the ordinance approving this agreement by majority vote of the City Council of the City, whichever is later, and shall remain in effect until September 30, 2009. Articles IV and IX take effect on October 1, 2008. The provisions of this agreement are effective only during the term of the agreement and dissolve upon its expiration.

## III. GENERAL CONTRACTUAL PROVISIONS

3.1 Beneficiaries: The terms and conditions of this agreement shall benefit only a "police officer," "officer," or "peace officer," as those terms are defined herein.

3.2 Effect on Employee-Management Committee: The Association acknowledges and agrees that the Employment-Management Committee process provided for in Ordinance No. 99630 has been superseded by a Meet and Confer process for all officers represented by the Association. In lieu of that Committee process, the City agrees to meet with the Association at least twice per fiscal year in order to seek input into administrative directives or other policies and procedures affecting the covered officers. These meetings will be of an informal nature and are not intended to be an extension of the Meet and Confer process, nor affect the local control of the City over wages, hours and other conditions of employment of its employees. The Association shall continue to have a seat at Employment-Management Committee meetings, but shall be excluded from discussion on matters to which the Meet and Confer process applies, as determined by the City's Director of Human Resources.

3.3 Discretionary Powers: Authority and/or discretion granted by this agreement to a Department Director may be exercised by a person designated by the Department Director.

3.4 Scope and Preemption: During its term and to the extent of any conflict, this Agreement preempts all contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the head of the law enforcement agency or municipality or by a division or agent of the municipality, such as a personnel board or a civil service commission. All regulations, standard operating procedures, administrative directives, general manual provisions, past practices and/or customs of any officer's department concerning matters addressed in Articles IV, V, VIII, and IX which require more or less of, or place qualitatively different obligations on the City and/or an officer than provided in Articles IV, V, VIII, and IX, are inconsistent with those Articles and are hereby superseded while those Articles are effective under this Agreement.

#### IV. PAY PLAN

4.1 All officers covered by this agreement will be placed in the City's Step Pay Plan effective 10/1/2008.

4.2 Implementation of the Pay Plan will be as follows effective 10/1/2008:

- Officers will receive the Council approved Cost of living Adjustment ("COLA") for Fiscal Year 2009.
- Officers will be placed in the grades listed below (which have been increased by the proposed COLA for FY 2009) in accordance with the officer's job classification.
- Officers will be brought up to at least the minimum of their respective grade, should their respective salary effective 10/1/08 be lower than the amount stated below.
- Officers with 10+ years of service in their positions as of 10/1/2007 will be brought up Step 5 of their grade, as shown below, on 10/1/2008.
- Officers with 5 to 9.99 years of service in their positions as of 01/1/2009 will be brought up to Step 4 of their grade, as shown below, on 10/1/2008.

| Job Title                   | Grade | Step 0      | Step 1      | Step 2      | Step 3      | Step 4      | Step 5      | Step 6      | Step 7      | Step 8      | Step 9      | Step 10     |
|-----------------------------|-------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Abatement Officer           | 13    | \$35,434.83 | \$36,852.22 | \$38,326.31 | \$39,859.36 | \$41,453.73 | \$42,697.34 | \$43,978.26 | \$45,297.60 | \$46,203.56 | \$47,127.62 | \$48,071.74 |
| Airport Police Corporal     | 15    | \$39,067.54 | \$40,630.25 | \$42,255.45 | \$43,945.67 | \$45,703.49 | \$47,074.59 | \$48,486.83 | \$49,941.44 | \$50,940.26 | \$51,959.07 | \$52,999.09 |
| Airport Police Lieutenant   | 19    | \$47,486.71 | \$49,386.18 | \$51,361.63 | \$53,416.10 | \$55,552.74 | \$57,219.32 | \$58,935.90 | \$60,703.97 | \$61,918.05 | \$63,156.42 | \$64,420.00 |
| Airport Police Officer      | 13    | \$35,434.83 | \$36,852.22 | \$38,326.31 | \$39,859.36 | \$41,453.73 | \$42,697.34 | \$43,978.26 | \$45,297.60 | \$46,203.56 | \$47,127.62 | \$48,071.74 |
| Airport Police Sergeant     | 17    | \$43,071.91 | \$44,794.78 | \$46,586.58 | \$48,450.04 | \$50,388.04 | \$51,899.69 | \$53,456.68 | \$55,060.39 | \$56,161.60 | \$57,284.83 | \$58,430.81 |
| Animal Cruelty Investigator | 13    | \$35,434.83 | \$36,852.22 | \$38,326.31 | \$39,859.36 | \$41,453.73 | \$42,697.34 | \$43,978.26 | \$45,297.60 | \$46,203.56 | \$47,127.62 | \$48,071.74 |
| Deputy City Marshal         | 13    | \$35,434.83 | \$36,852.22 | \$38,326.31 | \$39,859.36 | \$41,453.73 | \$42,697.34 | \$43,978.26 | \$45,297.60 | \$46,203.56 | \$47,127.62 | \$48,071.74 |
| Park Police Lieutenant      | 19    | \$47,486.71 | \$49,386.18 | \$51,361.63 | \$53,416.10 | \$55,552.74 | \$57,219.32 | \$58,935.90 | \$60,703.97 | \$61,918.05 | \$63,156.42 | \$64,420.00 |
| Park Police Officer         | 13    | \$35,434.83 | \$36,852.22 | \$38,326.31 | \$39,859.36 | \$41,453.73 | \$42,697.34 | \$43,978.26 | \$45,297.60 | \$46,203.56 | \$47,127.62 | \$48,071.74 |
| Park Police Sergeant        | 17    | \$43,071.91 | \$44,794.78 | \$46,586.58 | \$48,450.04 | \$50,388.04 | \$51,899.69 | \$53,456.68 | \$55,060.39 | \$56,161.60 | \$57,284.83 | \$58,430.81 |
| Senior Abatement Officer    | 15    | \$39,067.54 | \$40,630.25 | \$42,255.45 | \$43,945.67 | \$45,703.49 | \$47,074.59 | \$48,486.83 | \$49,941.44 | \$50,940.26 | \$51,959.07 | \$52,999.09 |

#### V. CERTIFICATION PAY

5.1 All officers who attain certification by the Texas Commission on Law Enforcement shall receive monthly certification pay corresponding to the officer's certification level, in the following amount:

|                            |          |
|----------------------------|----------|
| Basic Peace Officer        | \$50.00  |
| Intermediate Peace Officer | \$75.00  |
| Advanced Peace Officer     | \$125.00 |
| Master Peace Officer       | \$175.00 |

## **VI. ADMINISTRATIVE REASSIGNMENT IN LIEU OF SUSPENSION WITHOUT PAY**

6.1 If a peace officer is arrested or indicted for a felony or charged with a Class A or B misdemeanor, the City Manager or the City Manager's designee may temporarily reassign the officer to administrative duty. The officer shall be notified in writing of the reassignment.

6.2 Officers who have been reassigned under this Article are prohibited from riding in any marked police vehicle or performing any job task which requires him/her to exercise arrest authority. This reassignment is in no way intended to reflect an opinion on the merits of the arrest or indictment or complaint.

6.3 Conviction of a felony constitutes grounds for immediate termination. Conviction of a Class A or B misdemeanor constitutes grounds for discipline up to and including termination, within the sole discretion of the City Manager.

## **VII. LINE OF DUTY ILLNESS OR INJURY LEAVE OF ABSENCE**

7.1 Leave of Absence. The City shall provide a leave of absence to a peace officer who incurs or sustains an illness or injury while performing a law-enforcement function for the City of San Antonio. This leave of absence shall not be available to a peace officer who suffers employment-related injuries or illnesses that do not occur while performing a law-enforcement function.

7.2 Duration.

(a) The leave of absence shall be for a period commensurate with the nature of the qualifying illness or injury and shall terminate when the peace officer is first able to return to work, either in full or modified-duty status.

(b) No officer is entitled to leave under this Article after the first anniversary of the date of the qualifying injury or illness. On-duty exacerbations or aggravations of qualifying illnesses or injuries shall be treated as if sustained on the date of the original qualifying illness or injury.

7.3 Benefit.

(a) During the leave of absence, the officer is entitled to receive as weekly pay the difference between (i) the officer's worker's compensation weekly income benefit and (ii) the base pay the officer would have received for a 40-hour workweek.

(b) When a benefit is due under part (a) of this section for less than a full week of leave, the peace officer shall be paid in the same ratio as the number of hours of leave of absence taken by the officer in the corresponding week bears to 40 hours.

7.4 Return to Duty. After returning from a leave of absence under this Article, a peace officer shall resume the same or equivalent duties held by the officer before the leave commenced. However, nothing in this section shall be construed to entitle any reinstated employee to any right, benefit or position of employment other than any right, benefit, or position to which the employee would have been entitled had the leave not been taken.

## VIII. COURT PAY

8.1 When the City requires and/or the prosecuting authority in a criminal prosecution subpoenas a police officer to testify in a proceeding before any venue listed in section 8.7 during hours when the officer is not regularly scheduled to be on duty, the City shall credit the officer a minimum of three (3) hours of work or the actual time spent by the officer in compulsory attendance at the proceeding, whichever is greater.

8.2 The City shall credit an officer for actual time spent appearing live at a hearing before the City of San Antonio's Civil Service Commission, or participating, at the request of the City or the prosecuting authority in a criminal prosecution, in a telephone hearing before any venue listed in section 8.7, during hours when the officer is not regularly scheduled to be on duty.

8.3 Hours credited under this Article shall be paid at the officer's regular hourly rate of pay, unless the total number of hours worked or credited to the officer during the work period exceeds 40, in which case all hours over 40 shall be paid at 1.5 times the officer's regular hourly rate of pay.

8.4 The Department Director of an officer's department may elect to credit the officer with compensatory time in lieu of payment, in conformity with Section VII of Administrative Directive 4.48. Compensatory time credits shall be awarded hour-for-hour unless the total number of hours worked or credited to the officer during the work period exceeds 40, in which case 1.5 hours of compensatory time shall be credited for each hour exceeding 40.

8.5 This Article shall not obligate the City to pay or credit compensatory time to an officer (a) called or subpoenaed to testify in any proceeding unrelated to matters observed or occurring in the course and scope of the officer's employment for the City, or (b) called or subpoenaed to testify by a person who is not the City or the prosecuting authority in the proceeding to which the officer was subpoenaed.

8.6 An officer's Department Director is vested with discretion to credit an officer with compensatory time for travel to and from a proceeding for which the officer is entitled to credit under this Article if the proceeding is outside Bexar County. It is intended that this discretion should be liberally exercised in favor of the officer. Compensatory time under this Article shall be credited in the manner described in the second sentence of Section 8.4.

8.7 List of applicable venues:

- (a) Federal and State District Courts, including pre-trial conferences with the prosecuting authority
- (b) County Courts at Law
- (c) Grand Juries
- (d) Justice of the Peace Courts
- (e) Municipal Courts
- (f) Hearings of the Texas Alcoholic Beverage Commission
- (g) Administrative License Revocation Hearings
- (h) Pardon and Parole Hearings

8.8 When the City or the prosecuting authority in a criminal prosecution places an officer on standby to be available to appear and give testimony at a proceeding before any venue listed in section 8.7, during hours when the officer is not regularly scheduled to be on duty, and the

officer is not summoned to physically appear at the venue, the officer shall be credited with one (1) hour of work. An officer who receives a credit under any other section of this Article is ineligible to receive a credit under this section for the same day.

#### 8.9 Stacking and Multiple Appearances.

(a) This Article shall be construed to prevent stacking or doubling of time credits. Therefore, whenever an officer is required to appear at more than one proceeding under conditions described in section 8.1 of this Article, and the officer's initial reporting times at each proceeding fall within a three hour time-span, the total time credited to the officer shall be computed as if the officer had appeared at only one proceeding. The time credit shall be calculated by counting all hours spent in compulsory attendance between the officer's earliest reporting time and the officer's final dismissal from any of the proceedings.

(b) Notwithstanding section 8.9(a), an officer may receive two separate credits under this Article when:

- i) the officer attends a proceeding under conditions described in section 8.1 of this Article,
- ii) is required to attend a second proceeding under conditions described in section 8.1 of this Article, and
- iii) the officer's initial reporting time for the second proceeding is more than three hours later than the time the officer is required to report for the first proceeding.

(c) Under no circumstance shall an officer receive credit under this Article for more than:

- i) six (6) hours, or
- ii) the actual time spent in compulsory attendance between the officer's earliest reporting time and the officer's final release from any and all of the proceedings at which the officer is required to appear on a single day, whichever is greater.

8.10 An officer is not regularly scheduled to be on duty if:

(a) the City of San Antonio requires and/or the prosecuting authority in a criminal prosecution subpoenas a police officer to testify in a proceeding before any venue listed in section 8.7,

(b) the officer is scheduled to be on leave at the time of the proceeding, and

(c) the officer had requested the leave before receiving notice, in any form, of the date and time the officer's compulsory attendance at the proceeding would be required.

8.11 All regulations, standard operating procedures, administrative directives, general manual provisions, past practices and/or customs of any officer's department which are inconsistent with this Article (that is, those which require more or less of, or place qualitatively different obligations on the City and/or an officer) are hereby superseded.

### **IX. UNIFORM CLOTHING: ISSUANCE AND MAINTENANCE ALLOWANCE**

9.1 The City shall provide the following uniforms and equipment to each newly hired officer:

- (a) Five (5) regulation uniform shirts with official, regulation insignia. The officer may choose how many of the shirts have long and/or short sleeves;
- (b) Five (5) regulation uniform trousers;
- (c) One (1) regulation uniform jacket with official, regulation insignia;
- (d) One (1) set of regulation uniform rainwear;
- (e) One (1) regulation uniform hat, including hat band, strap and hat badge;
- (f) One (1) leather equipment-and-accessory belt of the type required to be worn by officers of the officer's Department, and;
- (g) One (1) set of leather accessories of the type required to be worn by officers of the officer's department.
- (h) One (1) National Institute of Justice ("NIJ"), U.S. Department of Justice compliant ballistic vest less than five (5) years old.

9.2 Except as set forth in Section 9.3, each officer shall maintain, repair, and replace his or her uniforms, equipment, and accessories. When an officer purchases replacement uniform shirts, the City shall provide official, regulation insignia. In order to ensure that each officer satisfies this obligation, each eligible officer shall be paid a quarterly allowance of \$140.00 at the beginning of each quarter of the fiscal year. An officer is eligible for the quarterly allowance on the earlier of 1) the officer's first anniversary of law-enforcement employment with the City, or 2) the first anniversary of the date the items specified in Section 9.1 are furnished.

9.3 The City shall repair or replace an officer's damaged or destroyed uniforms, equipment, and/or accessories if the Department Director determines that the damage or destruction warrants replacement and occurred while the officer performed duties required by the officer's employment with the City of San Antonio. This provision is intended to be the exception rather than the rule. The City shall not be required to repair or replace uniforms, equipment, and/or accessories damaged or destroyed by age or normal wear and tear. The Department Director's determination in this respect is final and binding, subject only to appeal to the Director of Human Resources, whose decision in this respect is not subject to further review.

9.4 An officer, upon separation from law-enforcement employment with the City, shall surrender all of his or her uniforms and equipment of the type described in section 9.1 of this Article to the Department Director of the officer's department.

9.5 This Article does not apply to or affect the City's or a Department's policies and practices concerning weapons, which are not part of an officer's uniform clothing.

9.6 All regulations, standard operating procedures, general manual provisions, administrative directives, past practices and/or customs of any officer's department which are inconsistent with this Article (that is, those which require more or less of, or place qualitatively different obligations on the City and/or an officer) are hereby superseded.

**X. SEVERABILITY**

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein.

**XI. LAW APPLICABLE**

11.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

11.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

**CITY OF SAN ANTONIO**

**SAN ANTONIO PARK POLICE OFFICERS  
ASSOCIATION**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

Printed Name:

Printed

Name:

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
City Attorney